



NORWICH & PETERBOROUGH
BUILDING SOCIETY

CURRENT ACCOUNT

CONDITIONS AND ACCOUNT INFORMATION

If you open an account with us it will be with Yorkshire Building Society (trading as Norwich & Peterborough Building Society, Norwich & Peterborough and N&P). N&P is operated under its own brand with its own products. References in this booklet to 'you' and 'your' are to the account holder. References to 'we', 'our' "us" "N&P" or to 'Norwich & Peterborough' are to Yorkshire Building Society trading as Norwich & Peterborough Building Society.

These Conditions

- 1.1 Except where clearly stated, these Conditions and account information apply to all types of current account provided by N&P.
- 1.2 These current account conditions and the separate charges and interest rate leaflets (as amended from time to time) (together, "the Conditions") form the agreement between us. You should carefully read the Conditions and keep them safe for future reference.
- 1.3 You may operate your Account online using our internet banking service. If you apply to operate your Account online the additional internet banking service conditions (as amended from time to time) will also apply.
- 1.4 You may request a copy of these Conditions, our separate charges and interest rates leaflet or our separate internet banking service conditions at any time from any of our branches or by telephoning our Contact Centre. They may also be downloaded from our website.

Definitions

2. In these Conditions:
 - "N&P" (or "we", "our" or "the Society") means Yorkshire Building Society trading as Norwich & Peterborough Building Society;
 - "Account" means your N&P current account, which might be a Gold Classic Current Account, a Gold Light Current Account, a Gibraltar Gold Current Account or a Business Gold Current Account;
 - "Account holder" (or "you") means the person(s), company or body in whose name(s) the Account is held;
 - "Authorised Signatory" means a person whom you or a joint account holder authorise in writing (and whom we accept in that capacity) to carry out transactions on your Account;
 - "Available Funds" is the amount of money we reasonably believe is available for you to withdraw from your Account at a particular point in time. The amount of Available Funds is your Cleared Balance plus:
 - (i) the amount of any unused Approved Overdraft, and
 - (ii) any funds that we reasonably believe are due to be credited to your Account, less
 - (a) any payments which have been authorised but not yet taken from your Account, and
 - (b) any funds that we reasonably believe are due to be debited from your Account;
 - "Cleared Balance" means the balance of your Account excluding the value of any cheques that are credited to your Account but not yet available for you to withdraw against,
 - "Payment Order" means an instruction for monies to be paid to or from your Account;
 - "Payment Transaction" (or "payment" or "transaction") means the act of paying monies to or from your Account;
 - "PIN" means the Personal Identification Number issued by N&P for use with your card;
 - "Working Day" means any day other than a Saturday, Sunday or public holiday in England and Wales.

N&P Current Accounts

- 3.1 New Gold Classic Current Accounts and Gold Light Current Accounts are “share” accounts. You will become a shareholding member of N&P (if you are not a shareholding member already) when you open a new Gold Classic Current Account or Gold Light Current Account. Existing Gold Classic Current Accounts and Gold Light Current Accounts opened on or after 1st September 2005 are also “share” accounts (although the account may have been called by a different name at the time of opening).
- 3.2 Current accounts (except Business Gold Current Accounts and Gibraltar Gold Current Accounts) opened before 1st September 2005 will either confer “deposit” or “share” status depending on the account type held.
- 3.3 Business Gold Current Accounts and Gibraltar Gold Current Accounts are “deposit” accounts. If you open a Business Gold Current Account or a Gibraltar Gold Current Account you will not become a member of the Society (unless you are a shareholding member already) and you will not have any associated rights.
- 3.4 If you are a member of the Society or become a member when you open your Account you agree to be bound by the Rules of the Society, as amended or replaced from time to time.
- 3.5 N&P operates a permanent charitable assignment scheme.
- 3.6 We reserve the right to change the name of any of the accounts that we offer and if we do change the name of any account(s) these Conditions will continue to apply.
- 3.7 The minimum age for a Gold Light Current Account is 16; the minimum age for all other current accounts is 18. Other eligibility criteria apply in all cases.
- 3.8 We reserve the right to decline to open an account.
- 3.9 Except for the Business Gold Current Account, our current accounts must not be used for business or commercial purposes. If you wish to operate a current account with N&P for the purposes of your business you must open a Business Gold Current Account. If we believe that your Account (not being a Business Gold Current Account) is being used for commercial or business purposes, we reserve the right to request that you open a Business Gold Current Account, and we will make transaction charges in line with our current business banking charging tariff, or we will close your Account after giving you 60 days’ notice of our intention to do so.
- 3.10 Except for the Gibraltar Gold Current Account, our current accounts are only available to customers who are resident in the United Kingdom. The Gibraltar Gold Current Account is only available to customers who are residents of Gibraltar.

Gold Classic Current Account

4. The following additional conditions apply to our Gold Classic Current Account:-
 - (i) Certain benefits are provided with the Gold Classic Current Account. Some of those benefits are provided by us and some are provided by a third party on our behalf. Conditions (which may be ours or those of the third party provider) apply to the benefits and you will be notified of the additional conditions which apply to the benefits when you apply for the Account or when we make the benefits available.
 - (ii) In the case of joint Account holders, certain benefits may be available to the first named Account holder only.
 - (iii) You should read the terms and conditions relating to the benefits carefully. You may need to register with the benefit provider in order to benefit from them.
 - (iv) We may vary the benefits provided from time to time.

- (v) Exceptionally, we may need to withdraw a benefit which is provided by a third party or switch to another provider of the same or similar benefit on less than 60 days' notice. If this happens, we shall give you as much notice as possible.
- (vi) If your Gold Classic Current Account is closed your Gold Classic Current Account benefits will no longer be available to you.
- (vii) If insurance is included as a benefit, any money we receive from you or any insurer in relation to the insurance will be treated like any other money held in your account.

Business Gold Current Account

5. The following additional conditions apply to our Business Gold Current Account:-
- (i) We shall be authorised to act on the specimen signatures provided by you for the purpose of any instruction, notice or request concerning the Account.
 - (ii) You must notify us immediately in writing of any change of any director(s) or officer(s).
 - (iii) You must notify us immediately in writing of any change of persons authorised to sign on your behalf. Any resolutions affecting persons authorised to sign on your behalf shall only take effect when a copy has been received by us.
 - (iv) You authorise us to supply your accountant with such information as he or she may request and to supply information requested by a subsidiary, parent or associated company (if applicable).

Charges and Expenses

- 6.1 We make charges for some of the banking services that we provide. Full details of our charges and interest rates are set out in our separate charges and interest rates leaflets applicable to Business Gold, Gold Classic, Gold Light and Gibraltar Current Accounts.
- 6.2 Before we debit any monthly charge (excluding the account service charge payable on the Business Gold Current Account) to your Account we will give you at least 14 days' notice of the amount of the charge. Notice will usually be made on your statement.
- 6.3 You will be liable for any losses or costs (including any legal costs) reasonably incurred by N&P arising out of:
- (i) N&P stopping payment of a cheque at your request; or
 - (ii) your failure to comply with the Rules of the Society as amended or replaced from time to time; or
 - (iii) these Conditions.
- 6.4 N&P will debit the Account with all charges due to it in respect of the Account in accordance with the tariff of charges notified to you as applying from time to time.
- 6.5 The standard tariff of charges for the operation of the Account are set out in our charges and interest rates leaflets. All charges are variable and N&P may vary the charges set out from time to time in accordance with Conditions 30 and 32.

Account Specific Charges

- 7.1 Business Gold Current Accounts only: transaction charges usually will be debited to your Account on the last Working Day of the month following the month in which they were incurred.
- Other charges will be debited from the Account as they are incurred.
- 7.2 Gold Classic Current Accounts only: if you do not pay a minimum of £500 each calendar month into your Account (excluding transfers between N&P accounts) we will debit your Account with

an “under funding” charge unless you have an average credit balance of at least £5,000 in the Account for the calendar month in which less than £500 was paid in. For the purposes of determining whether an “under funding” charge is payable, the £500 must be received before 5pm on the last Working Day of each calendar month. The underfunding charge will usually be debited to your Account on the last Working Day of the month following the month in which it was incurred.

7.3 Gold Light Current Account and Gibraltar Current Accounts only: If you do not make a minimum of 5 Payment Transactions each calendar month into or out of your Account, we will debit your Account with a “low usage” charge unless you have an average credit balance of at least £5,000 in the Account for the month in which fewer than 5 payment transactions were made. For the purposes of determining whether a “low usage” charge is payable:

- (i) the 5 payment transactions must be made before 5pm on the last Working Day of each calendar month,
- (ii) if you pay in more than one cheque or a combination of cash and cheque(s) on any one occasion the combined deposit is treated as a single transaction and
- (iii) transactions must have been claimed by or on behalf of the payee (which may be later than your payment authorisation or initiation).

The low usage charge will usually be debited to your Account on the last Working Day of the month following the month in which it was incurred.

7.4 Please see our separate charges and interest rates leaflets for details of our current tariffs. All charges are variable and N&P may vary the charges from time to time in accordance with Conditions 30 and 32.

Approved Overdraft facilities

- 8.1 An “Approved Overdraft” means an overdraft facility we have agreed to provide you with on your Account following a request from you, or an offer made by us.
- 8.2 We only offer approved overdraft facilities to customers aged 18 and over (subject to status) on our Gold Classic Current Account and our Gibraltar Gold Current Account. Customers who have existing approved overdraft facilities on a Gold Light Current Account or a Business Gold Current Account may continue to use their overdraft facilities in accordance with these Conditions.
- 8.3 When you apply for a current account we will let you know whether you qualify for an approved overdraft.
- 8.4 Overdrawn balances are repayable on demand. This means that we may at any time require, by notice in writing to you, that you repay in full the outstanding balance on your Account (being the amount of credit drawn down by you, plus any interest and charges).
- 8.5 We will review your approved overdraft facility regularly and we may at any time reduce your overdraft limit. We may also at our discretion increase your approved overdraft limit from time to time, including following upon your request. When an overdraft limit is increased for a specific period an arrangement fee may be payable. Please see our charges and interest rate leaflets for details of our current arrangement fees.
- 8.6 Without prejudice to our rights under Condition 8.4, we will normally give you 14 days’ notice in writing of any decrease in the approved overdraft limit except where we require the reduction to come into effect immediately because of the way you operate your Account or where we have reasonable grounds for believing that you may have difficulty in meeting your commitments. We will normally give you 7 days’ notice in writing of any increase in the approved overdraft limit. We may allow you to utilise any increased approved facility before such notice period has expired.

- 8.7 You should make monthly payments into your Account if you have an approved overdraft facility. If you do not, the monthly information that we share with the credit reference agencies may include the fact that no payment has been received.

Interest and Charges for Approved Overdrafts

- 9.1 We will charge you interest on the whole of the overdrawn balance for each full day your Account is overdrawn.
- 9.2 The interest rate is variable which means that it can go up or down from time to time. Please see Condition 31 for an explanation as to when the interest rate might change and our charges and interest rate leaflet for details of the current interest rate.
- 9.3 Interest is calculated daily on the Cleared Balance of your Account. (This means you could pay overdraft interest even though your bank statement may show that your Account has remained in credit.)
- 9.4 Except where you close the Account in accordance with condition 33.2 or we close the Account in accordance with condition 33.4 we will give you at least 14 days' notice in writing before we debit overdraft interest to your account. Notice will usually be given on your statement. Overdraft interest will usually be debited to your Account on the last Working Day of the month following the month when you incur it. For example, if your Account is overdrawn during April, we will debit your account with the overdraft interest on the last Working Day of May.
- 9.5 If you qualify for an interest free approved overdraft for a limited period (usually 6 months) the following additional conditions will apply:-
- (i) The interest free period will start on the date that the 5 payment mandates transferred from another UK building society or bank (as part of the qualifying criteria) have been set up on your Account.
 - (ii) After the 6 month period the appropriate standard interest rate for approved overdrafts will apply.
 - (iii) If your approved overdraft facility is exceeded at any time including during the period of the interest free overdraft, interest will be charged at our overdraft rate on the balance exceeding your approved overdraft limit.
 - (iv) All other charges (with the exception of the monthly approved overdraft charge) will continue to apply to your Account during the period of the interest free approved overdraft.
- 9.6 Except Business Gold Current Accounts: we will debit your Account with a monthly approved overdraft charge for each calendar month that you are overdrawn.
- 9.7 We will give you at least 14 days' notice in writing before we debit a monthly approved overdraft charge to your account. Notice will usually be given on your statement. The monthly approved overdraft charge will usually be debited to your Account on the last Working Day of the month following the month when you incur it.
- 9.8 We will also debit your Account with a monthly unapproved overdraft charge if you exceed your approved overdraft limit at any time during each calendar month and, in addition, you may have to pay 'unpaid item charges' and/or 'paid item charges'. Please see Condition 10 for details of charges that apply when you exceed your overdraft limit.
- 9.9 All charges are variable. Please see Condition 30 for an explanation as to when the charges might change and our charges and interest rate leaflets for details of the level of charges.

Unapproved overdrafts charges and interest

- 10.1 If you overdraw on your account without having an approved overdraft facility in place or if you have an approved overdraft facility and you exceed your approved overdraft limit;

- (i) we will debit your Account with an unapproved overdraft charge for each month that your account is overdrawn or overdrawn in excess of your approved overdraft limit;
 - (ii) we may refuse to pay cheques, direct debits, standing orders or bill payments. We will debit your Account with an unpaid item charge for each item that we refuse to pay. If you attempt to make a payment using your card, it may be refused.
 - (iii) and you use your VISA debit card, when you do not have sufficient available funds, we will usually honour the payment but we will debit your Account with a paid item charge for each item that we pay.
- 10.2 Please see our charges and interest rates leaflets for details of our current charges. Charges are variable. Please see Condition 30 for an explanation as to when the charges may be varied.
- 10.3 If you overdraw on your account without having an approved overdraft facility in place you will be charged interest.
- 10.4 Please see our charges and interest rates leaflets for the current overdraft interest rate. The interest rate is variable. Please see Condition 31 for an explanation as to when the overdraft interest may be varied.
- 10.5 We will give you at least 14 days' notice in writing before we debit a monthly unapproved overdraft charge to your account. Notice will usually be given on your statement. The monthly unapproved overdraft charge will usually be debited to your Account on the last Working Day of the month following the month when you incur it.
- 10.6 The unpaid item charge and the paid item charge will usually be debited to your account on the last Working Day of the month following the month in which they were incurred.

Payments from your Account – General Conditions

- 11.1 We will debit your Account with:
- (i) withdrawals from the Account and payments made out of the Account through cheques and use of your card;
 - (ii) payments such as direct debits, standing orders, bill payments and other transactions on your Account authorised by you or by any joint Account holder or by any authorised signatory or signatories;
 - (iii) the amount of any cheque paid into your Account, which is not subsequently cleared, with effect from the date the cheque was received;
 - (iv) any charges or interest due to us in respect of your Account in accordance with our charges in force from time to time;
 - (v) the costs of recovering or attempting to recover monies owing by you to us if a debit balance on your Account remains outstanding for 7 days after a request from us to you to bring your Account into credit or within an approved overdraft limit as varied;
 - (vi) charges made by other institutions for use by you of their cash machines.
- 11.2 We may refuse to make a payment on a direct debit, standing order, bill payment, or other transaction unless you have enough Available Funds in your Account by 5pm on the Working Day on which the payment is due to be debited from your Account. For the payment of a cheque, you must have sufficient Available Funds in your account at 5pm on the Working Day before the payment is due to be debited from your Account. For card transactions you must have sufficient Available Funds in your Account at the time of the transaction. We will debit your Account with an unpaid or paid item charge. See Condition 10.6 for when this will be debited. Please see our separate charges and interest rates leaflets. (Please note that we do not control the timing of receipt of funds from a payer.)

- 11.3 We may refuse to make a payment if:-
- (i) the instruction you have given does not contain the correct details, or is not clear
 - (ii) if there is a legal requirement or a court or other authority that tells us to act in that way
 - (iii) if we reasonably believe that the payment seems unusual compared with the way you normally operate your Account
 - (iv) if we reasonably believe you or someone else has used or is using or obtaining, or may use or obtain a service or money illegally or fraudulently or
 - (v) if any other reason set out separately in these Conditions applies
- 11.4 We will accept responsibility for faults which occur in systems which belong to us, which cause you to suffer a loss, unless the fault was obvious or notified by a message or notice on display. We will not be responsible for any consequential loss suffered by you or by any third party.
- 11.5 You must notify us as soon as you become aware that your cheque book or your card (or a passbook, if you have one from an earlier version of our current account) has been lost or stolen or your PIN, passwords (telephone or internet login password) or other selected personal information used by you becomes known to anyone else. Please refer to Condition 36.2 for details of how to notify us.
- 11.6 Withdrawals can only be made against Available Funds.
- 11.7 You may make withdrawals from a cash machine. Withdrawals from a cash machine may be of cash or by way of charitable donation (where this facility is available). The maximum amount you may withdraw in one of these two ways is £250 per day, except where you have also had cash via a "cash back" from a retailer. The amount of any "cash-back" will be deducted from £250 daily maximum.

Cash Payments to and from your account

- 12.1 We allow withdrawals to be made by cash in sterling through any of our branches.
- 12.2 You may pay in cash (we can only accept sterling) or withdraw cash in person at any of our branches. You will need to provide your Account number and in the case of cash withdrawal you will be required to sign a withdrawal form and you will also be asked for proof of identity.
- 12.3 Your Account will be credited or debited (as appropriate) with the amount of the cash payment or withdrawal immediately; however, the balance on your Account may not be updated until later that day.
- 12.4 You may also withdraw cash from your Account via a cash machine using your card by keying in your PIN and following the on-screen instructions. Although you will receive cash from the cash machine immediately, N&P may not receive the instruction to debit your Account and update your Account balance until later that day or on the next Working Day if the cash withdrawal is not made on a Working Day. Some institutions may charge for using their cash machines. You authorise us to deduct these charges from your Account. Further conditions relating to your card are given in the card payments section of these conditions. See also Condition 11.7 for details of limitations on the amount which may be withdrawn.
- 12.5 The overall maximum amount that each of you may withdraw in cash from the Account and any other account held by you, together or separately or with any other person, is £500 per day, excluding withdrawals made under condition 11.7. You may on occasions withdraw an amount in excess of the limit by prior arrangement with us at your branch.
- 12.6 You must not withdraw monies in excess of your Available Funds.

Card Payments

- 13.1 If we issue you with a card on your account, the card may only be used by the Account holder

whose name is shown on the card. You should sign your card immediately on receipt and keep it secure at all times and separate from your cheque book.

- 13.2 If you have a cash card you will be able to use your card at cash machines in the United Kingdom where the Link symbol is displayed and, if your card bears the VISA/PLUS logo, at cash machines around the world wherever the VISA/PLUS symbol is displayed. See also Condition 11.7 for details of limitations on the amount which may be withdrawn.
- 13.3 If we have issued you with a VISA debit card you can also use your card to buy goods and services in the UK, around the world and online wherever the VISA symbol is displayed.
- 13.4 We will not be liable if a retailer, supplier or bank refuses to accept use of your card.
- 13.5 A request for authorisation of a card payment may be declined if your card has been reported as lost or stolen or if you do not have enough Available Funds in your Account. Alternatively, and at our discretion, we may pay the transaction and debit your Account with a paid item charge and any overdraft interest and other charges. Please see our separate charges and interest rate leaflet.
- 13.6 If a retailer or supplier agrees to make a refund, we will credit your Account with the amount when we receive the refund. We will not be liable for any delay in receiving the refund.
- 13.7 We will adjust the Available Funds on your Account by the amount of any card Payment Transaction as soon as we are aware of the requested payment. The amount of the adjustment that we make will be the amount of the payment which the retailer advises that it intends to claim from your Account, and which we have authorised. We are unable to verify the amount that the retailer advised us it intends to claim. We do not accept liability for erroneous authorisation requests made by the retailer. We will debit your Account with the amount of any card Payment Transaction as soon as the amount is claimed by the retailer through the VISA payment system.
- 13.8 If you carry out a transaction using your card in a currency other than sterling it will be converted on the date that the amount of the transaction is debited from your Account at the wholesale rate of exchange applied by VISA.
- 13.9 A recurring transaction on a VISA card is a payment collected from your Account by a retailer for goods or services on your VISA Card. These payments have been agreed direct with the retailing business. If you wish to cancel a recurring transaction this needs to be undertaken through the retailer concerned.
- 13.10 We may issue a further card from time to time unless you notify us in writing that you do not wish us to do so. We may decline to issue a further card on your Account if your current card has not been used for over 12 months. We will notify you in writing if this is the case.
- 13.11 Each card remains the property of N&P and must be returned on demand or on closure of the Account. We may refuse to issue or re-issue any card or we may stop an existing card if we have reasonable grounds for suspecting:
 - (i) that the security of the card has been compromised or
 - (ii) that its use has been unauthorised or fraudulent or
 - (iii) that there is a significantly increased risk that you may be unable to repay an overdraft on your Account. If we stop an existing card we will make every endeavour to notify you before we stop the card. If we are unable to contact you before we stop the card we will do so as soon as we are able.

Except where the card has been stopped because of the reason described in (iii) above, a replacement card will be issued to you as soon as possible.

- 13.12 If you lose or damage your card, we may require you to pay a reasonable charge to meet any costs we incur in connection with the issue of a replacement card.
- 13.13 Once you have authorised a transaction using your card, we will not be able to stop the

transaction. The retailer or supplier may make a refund which we will credit to your account as soon as we receive the refund.

- 13.14 When you use your card to purchase goods or undertake a transaction on the internet, the organisation accepting the transaction may participate in the Verified by VISA service. If so, you will be invited to register for the Verified by VISA service. N&P participates in the Verified by VISA service and if you do not choose to participate, we will not authorise the payment or any further internet transactions with participating organisations. You can also register for Verified by VISA from our website www.nandp.co.uk/vbv.

Direct debits

- 14.1 A direct debit is a simple, safe and speedy way for payments to be collected automatically from your Account. It is an instruction from you to us giving a named payee organisation permission to collect varying amounts on varying dates agreed between you and that organisation.
- 14.2 You must provide the payee with a direct debit mandate which will include your Account number and the sort code. The mandate gives us authority to debit your Account on receipt of a request from the payee. The payee should call upon the direct debit for payment on the agreed payment date.
- 14.3 The amount of the payment will be debited from your Account on the agreed payment date or on the next Working Day if the agreed payment date is not a Working Day. We must have received the direct debit mandate by 5pm on the Working Day before the agreed payment date in order to act upon it. The payee will normally notify you of the exact amount to be debited from your Account at least 7 Working Days before the debit is made.
- 14.4 You must have Available Funds in your Account by 5pm on the agreed payment date.
- 14.5 You can cancel a direct debit at any time up to 5pm on the Working Day before the agreed payment date by notifying us in writing, in person in a branch, online or by telephone to our Contact Centre. You will be asked for some identification and/or a security password.
- 14.6 Direct Debit guarantee – The amount of the direct debit payment and the payment dates will be agreed between you and the payee. Should a direct debit payment be paid from your Account in error by us or called upon in error by the payee, you will receive a full and immediate refund from us, once we have been notified or made aware of the error. If you receive a refund you are not entitled to, you must pay it back when we ask you to.

Standing Orders

- 15.1 A standing order is an instruction from you to us to pay a specific amount on a specific date to a named payee on a regular basis. You can set up a standing order in writing, in person or online using our internet banking service at any time before 5pm on the Working Day that you wish the first payment to be made from your Account.
- 15.2 You must provide us with the sort code and the account number of the payee's account (which, from 1st January 2012, must be able to receive electronic transfers by means of "faster payments", a service enabling payments sent from your Account to be processed on the same or next Working Day) and we will usually ask for a reference to help the payee bank identify the correct account. You will also be asked for some identification and/or a security password. From 1st January 2012, if the payee's account is not able to receive "faster payments" you will not be able to set up a standing order and will have to make the payments by another method.
- 15.3 Before 1st January 2012: We will debit your Account after 5pm on the specified date if that date is a Working Day or, if it is not, on the next Working Day. Payments made may take up to 3 Working Days from leaving your Account to reach the payee's account.

From 1st January 2012: We will debit your Account on the specified date if that date is a Working Day or, if it is not, on the next Working Day. Payments will reach the payee's account on the same Working Day that the Account is debited or on the next Working Day.

- 15.4 You must have Available Funds in your Account by 5pm on the Working Day on which the standing order is due to be debited from your Account.
- 15.5 You can stop a standing order payment at any time before 5pm on the Working Day before the Working Day on which the payment is due to be debited from your Account by notifying us in writing, in person in a branch, online or by telephone to our Contact Centre. You will be asked for some identification and/or a security password. When you ask us to make the first payment on the same Working Day as the order is set up the first payment cannot be cancelled as we start processing the first payment when we receive the instruction.
- 15.6 The maximum amount that may be paid as a single standing order is £10,000 per transaction and the total daily value of all standing order transactions may not exceed £10,000.
- 15.7 You can receive payments by standing order into your Account. Your Account will be credited with the amount of the payment as Available Funds on the day designated for payment by the payer or the next Working Day if the designated day is not a Working Day.

Bill payments

- 16.1 A bill payment is an instruction from you to us to pay a specific amount to a specific payee on a specific date. You can set up a bill payment in writing, in person or online using our Internet Banking Service at any time before 5pm on the Working Day that you wish the payment to be made from your Account.
- 16.2 You must provide us with the sort code and the account number of the payee's account (which, from 1st January 2012, must be able to receive electronic transfers by means of "faster payments", a service enabling payments sent from your Account to be processed on the same or next Working Day) and we will usually ask for a reference to help the payee bank identify the correct account. You will also be asked for some identification and/or a security password. From 1st January 2012, if the payee's account is not able to receive "faster payments" you will not be able to make a bill payment electronically and will have to make the payment by another method.
- 16.3 Before 1st January 2012: We will debit your Account after 5pm on the specified date if that date is a Working Day or, if it is not, on the next Working Day. Payments made may take up to 3 Working Days from leaving your Account to reach the payee's account. From 1st January 2012: We will debit your Account on the specified date if that date is a Working Day or, if it is not, on the next Working Day. Payments will reach the payee's account on the same Working Day that the Account is debited or on the next Working Day.
- 16.4 You must have Available Funds in your Account by 5pm on the Working Day on which the bill payment is due to be debited from your Account.
- 16.5 You can stop a bill payment at any time before 5pm on the Working Day before the Working Day on which the payment is due to be debited from your Account by notifying us in writing, in person in a branch, online or by telephone to your branch or our Contact Centre. You will be asked for some identification and/or a security password. When you ask us to make a payment on the same Working Day as it is set up, it cannot be cancelled as we start processing the payment when we receive the instruction.
- 16.6 The maximum number of bill payments that can be set up on your Account is 99. These include active and inactive instructions. There is no daily limit on the number of bill payments that can be sent. The maximum amount that may be paid as a single bill payment is £10,000 per transaction and the total daily value of all bill payment transactions may not exceed £10,000.

- 16.7 You can receive payments as a bill payment into your Account. Your Account will be credited with the amount of the payment as Available Funds on the day designated for payment by the payer or the next Working Day if the designated day is not a Working Day.

CHAPS Payments into your account

- 17.1 CHAPS is a same day sterling payment service for payments made and received within the United Kingdom.
- 17.2 Please contact us for further information and specific terms and conditions should you wish to make a payment out of your Account by CHAPS.
- 17.3 You may receive payments by CHAPS into your Account. The payer will need to send the payment to: Sort code 23-67-99; account number 00000000 or the word 'DIRECT'. The payer must also quote a reference including your name and your Account number.
- 17.4 A payment received by CHAPS will be paid into your Account as Available Funds on the day of receipt. Note: if the payer does not quote your Account name and number the payment will be returned.
- 17.5 Payments that are received into an N&P Current Account that have originated from outside the UK are subject to a charge. Please see our separate charges and interest rates leaflet for details of the current charge. The charge will either be deducted from the amount transferred or detailed separately on your statement. Any additional charges incurred by us on your behalf, from another financial institution, may be passed on to you.

Foreign Money transfers into your account

- 18.1 A foreign money transfer is an electronic payment service for payments made and received into and out of the United Kingdom. (It may be known by other names, such as a telegraphic transfer or a SWIFT payment, by the person or bank sending the money to your account).
- 18.2 Please contact us for further information and specific terms and conditions should you wish to make a payment out of your Account by foreign money transfer.
- 18.3 You may receive payments by foreign money transfer into your Account. Payments coming from Europe must be sent to: IBAN: GB23BARC20673700708852; Swift Code: BARCGB22. The payer must also quote a reference including your name and your Account number. Payments coming from outside Europe must be sent to: Sort code 20-67-37; account 00708852; Swift Code: BARCGB22. The payer must also quote a reference including your name and your Account number.
- 18.4 A payment made in a foreign currency will be converted into sterling by our agents at the prevailing rate, details of which are available on request.
- 18.5 A payment received by foreign money transfer will be paid into your Account as Available Funds on the day of receipt.
- 18.6 If the payer does not quote your Account name and number the payment will be returned.
- 18.7 Payments that are received into an N&P Current Account that have originated from outside the UK are subject to a charge. Please see our separate charges and interest rates leaflet for details of the current charge. The charge will either be deducted from the amount transferred or detailed separately on your statement. Any additional charges incurred by us on your behalf, from another financial institution, may be passed on to you.

Transfers between your N&P accounts

- 19.1 You may instruct us to make an immediate electronic transfer of money between your N&P

accounts in person, by telephone or online using our internet banking service (subject to system availability) at any time, provided there are sufficient Available Funds in the Account from which the transfer is to be made.

- 19.2 You will be asked for some identification and/or a security password and if you are in a branch you will be required to provide your signature.
- 19.3 Such transfers will be processed immediately and cannot be cancelled once the instruction has been given.
- 19.4 Payments made by electronic transfer between your N&P accounts will be credited into the receiving Account as Available Funds at the time that the transfer is made. Transfers are made immediately and cannot be cancelled. However, your Account balance may not be updated until later that day.

Counter cheques

20. If you withdraw money from your Account by asking for a counter cheque, you will be charged for each cheque. Please see our charges and interest rates leaflet for the current charge. However, you can obtain a cheque free of charge by writing to our Payments Processing Team at Peterborough Business Park, Lynch Wood, Peterborough PE2 6WZ.

Making a payment using a cheque

- 21.1 We will issue you with a cheque book on your current account should you request one.
- 21.2 If you sign a cheque without inserting the name of the payee you increase the risk of fraud. When you write a cheque, it will help prevent fraud if you clearly write the name of the person you are paying the cheque to and put extra information about them on the cheque, especially if you are not yourself paying a cheque in directly (e.g. because you are sending a cheque by post or passing it to someone else to pay in). If you are making a cheque payable simply to a bank or building society, do not make the cheque payable simply to that organisation. Add further details in the payee line, for example "Norwich & Peterborough Building Society, re J Jones, Account No 123456". You should draw a line through unused space on the cheque so unauthorised people cannot add extra numbers or names.
- 21.3 You accept that N&P may debit the amount of any cheque to your Account without reference to you (even if the cheque bears any irregularity) and you will be liable for the payment of any debit balance so created, together with interest and other charges.
- 21.4 You must not post-date a cheque. If you do, and it is presented to us before the date you have inserted, we may pay the cheque at the time it is presented, or return it as we choose and without any liability to you.
- 21.5 We may refuse to pay any cheque without incurring any liability to you or to any third party, whether or not you have sufficient Available Funds in your Account to meet the cheque. We will usually only refuse to pay a cheque if there are sufficient Available Funds in your Account where there is a reason for doing so, for example, because the cheque has not been written out correctly or where there is a court order that requires us to freeze your Account or if we suspect that fraudulent activity is occurring on your Account.
- 21.6 The Cheque Guarantee Scheme closed on 30 June 2011. This means that from this date the cheque guarantee facility is no longer valid on any cards (irrespective of whether the card still has a cheque guarantee logo on it).
- 21.7 We will accept an instruction to stop a cheque before 12 noon on the day that the cheque is presented to us for payment.
- 21.8 Each cheque book remains the property of N&P and must be returned on demand or on closure

of the Account. We may refuse to issue or re-issue a cheque book if we have reasonable grounds for suspecting:

- (i) that its use has been unauthorised or fraudulent, or
- (ii) that there is a significantly increased risk that you may be unable to repay an overdraft on your Account.

Receiving a payment by cheque in the UK

22.1 All cheques in the United Kingdom are cleared using the '2-4-6 clearing cycle'. Gibraltar Current Account customers: please refer to condition 23 - "Receiving a payment by cheque in Gibraltar".

2-4-6 Example

| | |
|---------------------------------|--|
| Working Day 0 e.g. Monday | The cycle starts on the first Working Day (1) the cheque is paid into your Account. The cheque must be paid into your Account before 5pm.(2) |
| Working Day 2 e.g. Wednesday | If your Account is overdrawn, this is when the cheque will reduce the balance on which overdraft interest is charged. |
| Working Day 4 e.g. Friday | You will be able to withdraw the money from the Account today. However, the cheque could still be returned unpaid (bounce) until the end of Working Day 6. |
| Working Day 6 e.g. Tuesday | You can be sure the money is yours at the end of today. The money cannot be reclaimed without your consent, unless you are a knowing party to fraud. |

- (i) A Working Day is any day excluding a Saturday, Sunday or bank holiday in England and Wales.
 - (ii) For a cheque paid in after 5.00pm on a Saturday or other non Working Day, Day 0 will be the next Working Day.
- 22.2 You should allow 3 full Working Days, after the day you pay a cheque into your Account, before drawing against it. You should note that, on occasions, cheques may be returned unpaid beyond this period.
- 22.3 If you draw against the value of a cheque that has not cleared and there are insufficient funds in your Account, your Account will become overdrawn and interest and our monthly overdraft charge (if applicable) will be debited to your Account.
- 22.4 After paying a cheque into your Account in the United Kingdom, you can be sure that at the end of six Working Days, the money is yours. After the sixth Working Day, you are protected from any loss if the cheque subsequently bounces, unless you are a knowing party to a fraud.
- 22.5. Cheques are valid for 6 months from the date they are signed and dated. Cheques payable to you should be paid into your Account in plenty of time to allow them to 'clear' before they become out of date. If we receive a cheque for payment from your Account that is older than 6 months, we may pay the item and debit your Account accordingly.

Receiving a payment by cheque in Gibraltar

- 23.1 Cheques which are paid in at our Gibraltar branch take longer to clear than in the UK. Cheques paid in Gibraltar do not follow the "2-4-6 clearing cycle".
- 23.2 If your account is overdrawn, the cheque will reduce the balance on which overdraft interest is charged 2 Working Days after you pay a cheque into your account
- 23.3 You should allow 4 Working Days, after the day you pay a cheque drawn on a bank in Gibraltar into your Account, before drawing against it.
- 23.4 You will need to allow 10 Working Days, after the day you pay a cheque drawn on a bank in the UK into your Account, before drawing against it.
- 23.5 Please note that cheques you pay in may be returned unpaid beyond the periods stated above

PINs, Passwords and Security Devices

- 24.1 You should keep the PIN, passwords, selected personal information and any other security devices we may issue from time to time, secret and safe at all times.
- 24.2 You are advised to memorise the PIN and passwords and not keep a record of them (even in disguised form). You are advised to immediately destroy the notification of the PIN and passwords which we send you. You can ask not to be issued with a PIN.
- 24.3 The PIN can be changed at most high street bank cash machines.
- 24.4 You must inform us, as soon as you can in accordance with Condition 36.2, and change the PIN and/or passwords if you believe that anyone else knows them.
- 24.5 We will never contact you by any means, to ask for your internet log on, passwords, card or PIN details. For your own protection, under no circumstances should these be disclosed.

Fax and Email instructions

- 25. We shall be authorised but not obliged to act upon any written payment or other instruction sent by facsimile, or sent electronically by standard email, or via our internet banking service, concerning the Account. We may request additional security information from you before accepting a payment or other instruction and if we are unable to contact you to verify the instruction, the payment or execution of the other instruction may be delayed or not made.

Statement of Account and Certificate of Deduction of Income Tax

- 26.1 When you have made transactions on your Account during a month we will provide you with a statement for that month. This may be in the form of a paper statement sent to you through the post or an electronic statement made available for you to view using our internet banking service. You may also ask us to send you paper statements on a more frequent basis although we may charge you for this service.
- 26.2 You must check your statement carefully, and notify us immediately at any branch or our Contact Centre if any statement includes a transaction which you suspect may be incorrect.
- 26.3 If you require a combined 'Statement of Account and Certificate of Deduction of Income Tax' to be issued to you, showing the interest and tax paid to your Account, please request one from your Account holding branch or by calling 0845 300 2511. Once we have received your request, we will automatically send a combined 'Statement of Account and Certificate of Deduction of Income Tax' for all your savings and current accounts each year, where interest has been paid and the Account remains open.

Set Off

- 27.1 We may from time to time by written notice to you set the whole or part of any credit or debit balance on your account:
- (i) against any credit or debit balance on any other account or accounts held in your name with N&P; or
 - (ii) against the outstanding debit of any other loan or loans you may have with N&P (whether or not secured).
- 27.2 This right of set off means that we may move money from one of your accounts that is in credit to reduce the debt on another account that is overdrawn, or to a loan or mortgage you may have outstanding with us.
- 27.3 We will give you at least 14 days' notice of our intention to exercise our right of set off.

Joint accounts

- 28.1 If your Account is a joint Account we will accept the instructions of any one of the Account holders for all withdrawals and for any other purpose in connection with your Account.
- 28.2 If your Account is a joint Account each of you is separately and jointly responsible for complying with the conditions of the Account and you are separately and jointly liable to us for any money owed to us. This means that we have the right to demand repayment from any one of you of the full amount, and not just a share of it.
- 28.3 In some circumstances it may be necessary to freeze a joint Account (and not allow any payments out of the Account), for example, if we are informed that the relationship between the parties has ended. In these circumstances we would require the authority of both Account holders to reactivate the Account.
- 28.4 If your Account is a joint Account and if one of you dies, the survivor(s) may continue to operate the Account, and in the event of there being more than one survivor, the provisions of this condition 28 will continue to apply to the Account.
- 28.5 If your Account is a joint Account we will send one statement addressed to both of you, to the address of the first named customer, unless you tell us in writing that you each require separate statements.
- 28.6 If your Account is a joint Account and we offer you or you request an overdraft (or a change to an existing overdraft facility) you agree that we may provide any pre-contract information that we are obliged to provide to one of you only.

Reasons for changes to conditions (other than charges and interest rates)

29. We may change these Conditions at any time if we reasonably believe that the change is needed for any of the following reasons (which may relate to circumstances existing at the time or those which are reasonably expected to apply in the near future):
- (i) to make the Conditions clearer, and to correct errors and omissions;
 - (ii) to reflect changes which we make to your Account or to any service or facility that we provide in connection with the Account, including the way in which we provide them;
 - (iii) to reflect, proportionately, changes in technology or general practice in the banking industry;
 - (iv) to reflect, proportionately, the requirements or recommendations of the Financial Services Authority or any other body responsible for regulating our business or the requirements or recommendations of the Financial Services Ombudsman or any other appropriate ombudsman;
 - (v) to reflect, proportionately, any changes, or changes of interpretation, in the relevant laws

- or any codes of practice with which we intend to comply;
- (vi) to enable us, in a reasonable manner, to harmonise the conditions, applicable to the Account, or any service or facility provided in connection with the Account to our banking customers if we transfer your Account, or following any acquisition of current accounts or any take over of, or merger with, another banking service provider;
 - (vii) to reflect, proportionately, changes in our policies affecting the operation of our business as a whole, including our need to maintain our financial strength.

Reasons for changes to charges

30. We may change our charges or introduce new charges at any time. Changes may include the abolition of, or amendment to, existing charges, or the introduction of new charges and may be made if we reasonably believe the change is needed for any one or more of the following reasons (which may relate to circumstances existing at the time or those which are reasonably expected to apply in the near future):
- (i) to reflect, in a proportionate manner, changes in the costs which we reasonably incur operating the Account, any service or facility provided in connection with the Account or the way in which we provide them;
 - (ii) to reflect, in a proportionate manner, changes which we may make to the Account or any service or facility provided in connection with the Account, including the way in which we provide them;
 - (iii) to reflect, proportionately, the requirements or recommendations of the Financial Services Authority or any other body responsible for regulating our business or the requirements or recommendations of the Financial Services Ombudsman or any other appropriate ombudsman;
 - (iv) to reflect, proportionately, any changes, or changes of interpretation, in the relevant laws or any codes of practice with which we intend to comply;
 - (v) to reflect, in a proportionate manner, changes in the costs which we reasonably incur operating our banking business;
 - (vi) to reflect, proportionately, changes in our policies affecting the operation of our business as a whole, including our need to maintain our financial strength;
 - (vii) to enable us, in a reasonable manner, to harmonise charges applicable to the Account, or any service or facility provided in connection with the Account to our banking customers if we transfer your Account, or following any acquisition of current accounts or any take over of, or merger with, another banking service provider.

Reasons for changes to interest rates

31. We may change the interest rates applying to your Account at any time for one or more of the following reasons:
- (i) to reflect, proportionately, changes in the Bank Repo Rate (or base rate) set by the Bank of England (or the nearest equivalent rate set by the Bank of England or any body which may, in the future, take over responsibility for interest rate setting from the Bank of England);
 - (ii) because of any change in the way the Account is used;
 - (iii) to reflect, in a proportionate manner, changes in the costs which we reasonably incur operating our banking business;
 - (iv) to reflect, proportionately, changes in our policies affecting the operation of our business as a whole, including our need to maintain our financial strength;

- (v) to reflect, proportionately, the requirements or recommendations of the Financial Services Authority or any other body responsible for regulating our business or the requirements or recommendations of the Financial Services Ombudsman or any other appropriate ombudsman;
- (vi) to reflect, proportionately, any changes, or changes of interpretation, in the relevant laws or any codes of practice with which we intend to comply;
- (vii) to enable us, in a reasonable manner, to harmonise interest rates applicable to the Account, or any service or facility provided in connection with the Account to our banking customers if we transfer your Account, or following any acquisition of current accounts or any take over of, or merger with, another banking service provider.

Notification of Changes to Conditions, Interest Rates and Charges

- 32.1 When we make a change to these Conditions or our charges or interest rates, unless you notify us to the contrary before the change comes into effect you will be treated as having accepted any change we make.
- 32.2 At any time before the change comes into effect you may, without notice, switch your money to another account or close it without having to pay any charge for doing so.
- 32.3 Except where Condition 32.4 or Condition 32.5 apply we will give you 60 days' notice of any change in our conditions, charges or interest rates.
- 32.4 If we increase any rate of interest that we pay on any credit balance in your Account we may make the increase immediately and without advance notice. We shall inform you of the change within 3 Working Days of the increase in accordance with conditions 38.3.
- 32.5 In relation to overdrafts, if we:
- (i) increase the interest rate charged on overdrawn balances we will give you 14 days' personal notice in accordance with condition 38.1;
 - (ii) increase any of the charges that apply to overdrafts we will give you 60 days' personal notice in accordance with condition 38.1;
 - (iii) decrease either the interest rate charged or any charges levied on overdrawn balances we shall do so immediately and without advance notice and we shall notify you of the change within 3 Working Days in accordance with Condition 38.3;
 - (iv) make any other change, other than to the rate of interest or charges, we will give you at least 30 days' personal notice in accordance with condition 38.1.

Closure

- 33.1 The Agreement between us shall continue until it is ended by you or by us in accordance with this Condition.
- 33.2 You may close your Account and end your agreement with us at any time by written notice to us at any branch of N&P, or by writing to our principal office, provided that you return your card or every card if more than one has been issued, and all unused cheques and pay to us the amount of any debit balance on your Account. You must then also pay to us any other amounts due to us in respect of your Account, whether arising on or after the date of termination.
- 33.3 We may close your Account and end this Agreement (and except where condition 33.4 applies) by giving you at least 60 days' notice.
- 33.4 We may close your Account and/or refuse to accept any further monies, without giving notice to you if there are exceptional circumstances, for example, fraud, or if you fail to repay any outstanding balance on your Account within a reasonable time after having been requested

to do so and we have reasonable grounds for believing that you will be unable to repay it, or if you behave improperly (for example in a threatening, violent or abusive manner). We will always tell you why we are closing or have closed your Account.

- 33.5 If we close your Account we will pay to you the amount of any credit balance on your Account (after deduction of any charges or other sums due to us unless it is proved that the funds have been obtained fraudulently). If you cannot be traced after reasonable enquiry, your Account may be closed and the balance held in a suspense account for such period as we may deem fit, after which it may be forfeited to us (provided that we may repay the balance in the event that a valid claim is received).
- 33.6 Unless you pay money into your Account at least once every month, we may close your Account after giving you 60 days' notice of our intention to do so.

Incorrect or failed transactions

- 34.1 If we fail to carry out an instruction to make a payment or if we carry out an instruction incorrectly, unless we can prove that the payee's bank or building society received the correct payment, we will refund to your Account the amount of any incorrect payment and, where applicable, restore the Account to the position it would have been in had the incorrect payment not been made.
- 34.2 We will be liable to you for any charges for which you are responsible or any interest you must pay as a result of our failure to follow your payment instruction properly.
- 34.3 However, we shall have no liability under this Condition if you fail to notify us without undue delay and in any event on becoming aware of a failed or incorrectly executed payment within 13 months after the date on which the payment was made or due.
- 34.4 We shall have no liability under this Condition if the circumstances giving rise to the liability were abnormal and unforeseeable.
- 34.5 It is your responsibility when instructing us to make a payment to ensure that you give us the correct payment details. If you provide an incorrect account number or sort code we will not be liable to you for the non-execution or the defective execution of the transaction. However, we will make reasonable efforts to recover funds for you. We may pass on to you any costs we reasonably incur in recovering funds for you.

Refunds for disputed payments

- 35.1 If we make a payment from your Account following a request for payment from a payee by way of a direct debit and you notify us that the amount of the payment was not authorised by you we will refund to you the amount of the payment. This is the Direct Debit Guarantee.
- 35.2 If we make any other payment from your Account following request from a payee (for example, a Card payment) and you notify us within 8 weeks of the payment that at the time you authorised the transaction the amount of the payment was not specified, and that the amount exceeded the amount that you reasonably could have expected, taking into account your previous spending habits, you may request a refund of the amount of the payment from us.
- 35.3 You must co-operate with us and provide to us such information as is reasonably necessary for us to ascertain whether the conditions for a refund described above are satisfied.
- 35.4 Within 10 Working Days of the request for a refund we will either make a refund or tell you why we do not think a refund is justified. If we refuse to make a refund we will tell you the names of the organisations to which you may refer the matter.

Unauthorised transactions

- 36.1 You must notify us as soon as possible if you become aware of any unauthorised transaction on your Account or if your cheque book or your card (or a passbook, if you have one from an earlier version of our current account) is lost or stolen or liable to misuse or if the PIN, passwords or selected personal information used by you becomes known to anyone else or if you become aware that someone else has used or attempted to use it.
- 36.2 You can notify us by calling on 0845 121 2248 or from abroad on 00 44 1733 372 374 (24 hrs).
- 36.3 Notice of the unauthorised transaction, loss or theft or misuse can be given verbally over the phone, in person at one of our branches, or in writing to our principal office at Peterborough Business Park, Lynch Wood, Peterborough PE2 6WZ. However, you may be liable for all losses that arise prior to notification and you are, therefore, advised to use the telephone notification service.
- 36.4 We will accept and act on notice of loss received from a recognised card notification organisation, e.g. Sentinel Card Services.
- 36.5 Provided that you notify us on becoming aware of an unauthorised transaction without undue delay and in any event within 13 months after the date on which your Account was debited, and subject to conditions 36.9 and 36.10, if you notify us of an unauthorised payment transaction we will immediately refund the amount of the unauthorised transaction to your Account and, where applicable, restore the Account to the state it was in had the unauthorised payment not taken place. (Please note that if you notify us on a non-Working Day, or after 4pm on a Working Day, immediately means at the beginning of the next Working Day). However, we may investigate the circumstances of the unauthorised payment transaction before making a refund or restoring the Account in certain circumstances, for example, where we have reason to suspect fraud or that you have deliberately or with gross negligence failed to comply with the terms of the Account relating to the security of the card, PIN, cheque book, passwords or any other security devices.
- 36.6 If we need to investigate the matter further we will need you to co-operate with us, our agents and with the police if we need to involve them. In some cases, you will be required to give us written confirmation or evidence that you have not authorised a transaction. If we ask for such co-operation, or written confirmation and you do not co-operate with us, we will reapply the transaction to your Account.
- 36.7 You will be liable for losses arising where you have authorised another person to use your Account.
- 36.8 If our investigation discloses that you have acted fraudulently you will be liable for all losses incurred as a result of an unauthorised transaction.
- 36.9 If our investigation discloses that you have
- (i) deliberately or
 - (ii) with gross negligence
- failed to comply with these Conditions relating to the use and security of your card, PIN cheque book, passwords or any other security devices you will be liable for all losses incurred up to notification to us in accordance with this Condition 36.
- 36.10 If our investigation discloses that you have not
- (i) acted fraudulently nor
 - (ii) acted deliberately or with gross negligence,
- but the unauthorised transaction arises out of a lost or stolen card or your failure to keep your PIN or passwords safe from the misappropriation of the card, you will be liable for up to a maximum of £50 and we shall refund the amount of the unauthorised transaction to your Account (after deducting the £50).

- 36.11 You will not be liable under Condition 36.9 or Condition 36.10 if we fail to provide you with appropriate means to enable you to notify us under this Condition 36 or (except in the case of Business Gold Current Accounts) where your card has been used to make a payment for goods or services (other than for financial services) where you did not need to be present (for example, by telephone or over the Internet), provided you notify us without undue delay and on any event within 13 months after the date on which your Account was debited.

Fraud Prevention

- 37.1 We may carry out certain checks on transactions on your Account to help prevent fraud. We may contact you by post or telephone (including mobile phone) if we are suspicious about a transaction or we may leave a message to ask that you call us. If we ask you, you must contact us as soon as possible. For payments made using your debit card, if you do not reply to us and we do not have any reason to believe there are any other suspicious transactions on your Account, we will assume you have authorised the card payment and allow it to proceed. This will not prevent you from later disputing you authorised the transaction.
- 37.2 In order to comply with our obligations regarding fraud prevention, money laundering and terrorist activity, we may investigate and intercept payments into and out of your Account. Occasionally, this may delay the carrying out of your instructions or the availability of Available Funds on your Account. If we are not satisfied that a payment in or out of your Account is lawful, we may refuse to deal with it.

Notices

- 38.1 Where we give you personal notice we will write to you or e-mail you at the address that you have provided to us for that purpose. You must ensure that we have your up to date contact details. Where we are required to send information to you we will send it to the most recent address that we have for you. Personal notice may be given by a notice in your statement.
- 38.2 If your account is a joint Account we will send information to you at the address of the first named Account holder, unless you provide us with a separate correspondence address for the Account.
- 38.3 If we increase any rate of interest that we pay on any credit balance in your Account we shall inform you of the increase either personally or in the following way:
- i) Gold Classic Current Accounts, Gold Light Current Accounts, and Business Gold Current Accounts: by publication in one national and two local newspapers selected by us;
 - (ii) Gold Current Accounts: in the Gibraltar Chronicle.
- In addition, we shall notify you by prominent notices in our branches, on our website and details of the rates will also be available from our Contact Centre.
- 38.4 All communications between us will be in English.

Jurisdiction

39. These Conditions shall be governed and construed in accordance with English law and you and we agree to submit to the exclusive jurisdiction of the courts of England and Wales.

Transfer

40. We may transfer or assign this Agreement and/or our rights and obligations under this Agreement. If we are of the view that in so doing this will serve to reduce the assurance which N&P provides to you, we will endeavour to obtain your prior agreement.

Information about you:

UK customers and Gibraltar customers who have provided a UK address

We will add to your record, with the credit reference agencies that we use, details of your Agreement with us, the payments you make under it and any default or failure to keep to its Conditions and any deliberate non-payment following a change of address without notice. If this is a joint Account, an association will be created between each Account holder at credit reference agencies which will link your financial records. You and anyone else with whom you have a financial link understand that each other's information will be taken into account in all future applications by either or both of you. The linking will continue until one of you successfully files a disassociation at the credit reference agencies. We and the credit reference agencies will also use the records for statistical analysis about credit, insurance and fraud. You may obtain the names and addresses of the credit reference and fraud prevention agencies we use from time to time by telephoning 0800 883 322 (from within the UK, or 45050 (from within Gibraltar) or by clicking on www.nandp.co.uk/personal-data-clause. Telephone calls are recorded. You have right of access to your personal records held by these agencies

Information about you:

All customers

We will also use and disclose the information relating to you and your Account in the following ways:

- to assist in tracing and pursuing debtors
- to assist in crime detection, prevention and prosecution, for example we may also search the records of fraud prevention agencies who will supply us with information. We may pass information to other companies within the Yorkshire Building Society group and to financial and other organisations involved in fraud prevention to protect ourselves and other customers from theft and fraud. If you give false or inaccurate information and we identify fraud, we will record this and pass it to fraud prevention agencies to prevent fraud and money laundering;
- to comply with any request for information received from any appropriate regulatory body including the Financial Services Authority and the Financial Services Commission (as appropriate);
- to administer your Account (and for such purposes we may disclose information to third parties who act as our agents, including their sub-contractors) We will also use and disclose the information relating to you and your Account to third parties that provide any Account specific benefits which we do not provide ourselves.

We will also use and disclose the information relating to you and your Account for general business purposes, and research, and to provide you, by post, e-mail or telephone, with details of any products and services that Yorkshire Building Society and its group of companies provide or which other organisations with whom we have business relationships provide, which we think may be of interest to you.

We will remind you, at least once every three years, that you can ask not to receive information about products and services of the Yorkshire Building Society. We may search your records at credit reference agencies from time to time before giving you details of any products or services that Yorkshire Building Society and its group of companies provide or which other organisations with whom we have business relationships provide, which we think may be of interest to you.

Unclaimed Assets and Dormant Accounts

We intend to participate in the Unclaimed Assets Scheme which is being set up by the Government as a result of the Dormant Bank and Building Society Accounts Act 2008. Under this scheme any accounts that have been dormant for at least 15 years will have their balance transferred to an

external fund but you will never lose the right to reclaim your money. For details of how to reclaim your money please go to our website or into an N&P branch.

How to complain

If you have any complaint about our service you can raise the complaint in person, by letter, telephone or e-mail and we will endeavour to deal with your complaint within 24 hours.

If we are unable to do so or if your complaint is about our policies or procedures it will be referred to our Customer Relations Team for investigation. The Customer Relations Team is based at our principal office. The Customer Relations Team will endeavour to resolve your complaint within eight weeks.

If you are not satisfied with our final response or we fail to deal with it within eight weeks you can refer your complaint to the Financial Services Ombudsman. Full details of how to complain can be found in our separate leaflet: Making a complaint.

Important information about compensation arrangements

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a building society is unable to meet its financial obligations. Most depositors -including most individuals and small businesses - are covered by the scheme.

In respect of deposits, an eligible depositor is entitled to claim up to £85,000. For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £85,000 each (making a total of £170,000). The £85,000 limit relates to the combined amount in all the eligible depositor's accounts with the building society, including their share of any joint account, and not to each separate account.

Yorkshire Building Society (YBS) also operates under the trading names of Barnsley Building Society (BBS), Chelsea Building Society (CBS), Norwich & Peterborough Building Society (N&P) and Egg. YBS is a participant of the FSCS. Therefore, depositors with any YBS, BBS, CBS, N&P and Egg have an overall limit of £85,000 under the FSCS.

Accord Mortgages Limited is a wholly owned subsidiary of YBS. Accord has offset mortgages products where the customer's deposits are held on behalf of Accord by YBS. Accord offset depositors are therefore covered, along with BBS, CBS, N&P and Egg depositors, by YBS being a participant in the FSCS. There is no additional protection or depositors with Accord Mortgages Limited. As of 31 December 2010 new FSCS rules were introduced meaning any compensation due will be paid to customers based on amounts held in their deposit accounts, regardless of the amounts owed to us (for example, a mortgage loan). Customers will therefore be paid out up to £85,000 of their savings and any mortgage balance would remain outstanding. For example, a customer who has a £200,000 mortgage and £200,000 savings balance will therefore be paid out £85,000 for their savings balance and the £200,000 mortgage balance would remain outstanding. This would mean that customers would still have to repay their mortgage loan. It would then be for the liquidator to decide whether any surplus savings balances would be set-off against any remaining mortgage loan.

For further information about the FSCS (including the amounts covered and eligibility to claim) please ask at your local branch, refer to the FSCS website www.FSCS.org.uk or call 0800 678 1100.

How to contact us

For a copy of any of our leaflets, and details of our current charges and interest rates, please visit one of our branches, www.nandp.co.uk or telephone 0845 300 2511 (UK customers) or 200 45050 (Gibraltar customers). To ensure that we carry out your instructions accurately and to help us to improve our service, all telephone calls between you and N&P may be monitored and recorded.

To notify us if your cheque book or your card is lost or stolen call us on 0845 121 2248 in the UK, or from abroad on 00 44 1733 372 374 (24 hours). You can find out about our interest rates by telephoning our Contact Centre on 0845 300 2511 (UK customers) or 200 45050 (Gibraltar customers) by looking on our Internet site (www.nandp.co.uk or www.nandp-gibraltar.co.uk), by looking at the posters in our branches or by asking our branch staff.

How we are regulated

- We are authorised and regulated by the Financial Services Authority ("FSA"). The Society provides advice on regulated and non-regulated products. Our FSA Register number is 106085. To find out more about us, see the FSA Register: www.fsa.gov.uk/register or call the FSA on 0300 500 5000.
- We are licensed and regulated by the Office of Fair Trading ("OFT"), for unsecured lending. Our Consumer Credit licence number is 0065495. You can call the OFT on 020 7211 8608 to find out more.
- We subscribe to the Lending Code; copies of the Code can be obtained from www.lendingstandardsboard.org.uk
- In Gibraltar we are authorised to conduct business by the Financial Services Commission. To find out more, go to www.fsc.gi or call 200 40283.

Information is available in large print, audio and Braille on request; please call for details.

Information correct at time of print.

Norwich & Peterborough Building Society and N&P are trading names of Yorkshire Building Society. Principal office of Yorkshire Building Society: Yorkshire House, Yorkshire Drive, Bradford, BD5 8LJ. Address of Norwich & Peterborough Building Society and N&P: Peterborough Business Park Lynch Wood PE2 6WZ. All communications with us may be monitored/recorded to improve the quality of our service and for your protection and security. Charges to 0845 numbers may vary. Prices can be checked with your phone provider. Mobile calls usually cost more.